

RECORDATION NO. 23678-E
FILED

JUL 13 09 -3 15 PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

July 13, 2009

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Trust Indenture Supplement 2A (CIT Rail Trust 2001-1A), dated as of July 13, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement and the Memorandum of Trust Indenture 1A previously filed with the Board under Recordation Number 23678-B and 23678-C, respectively.

The names and addresses of the parties to the enclosed document are:

Lessor: Wells Fargo Bank Northwest, National
Association
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Lessee: The CIT Group/Equipment Financing, Inc.
30 South Wacker Drive
Suite 3000
Chicago, Illinois 60606

Anne K. Quinlan, Esq.
July 13, 2009
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A description of the railroad equipment covered by the enclosed document is:

265 Carbon Black railcars: TCMX 96101 - TCMX 96365.

A short summary of the document to appear in the index is:

Trust Indenture Supplement 2A (CIT Rail Trust 2001-1A).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bhs
Enclosures

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**TRUST INDENTURE SUPPLEMENT 2A
(CIT Rail Trust 2001-1A)****SURFACE TRANSPORTATION BOARD**

This Indenture Supplement 2A (CIT Rail Trust 2001-1A), dated as of July 13, 2009 (this "Indenture Supplement"), of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not in its individual capacity except as expressly provided herein but solely as owner trustee (the "Owner Trustee") under the Trust Agreement (CIT Rail Trust 2001-1A), dated as of September 28, 2001 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and, Banc of America Leasing & Capital, LLC, as Owner Participant.

WITNESSETH:

WHEREAS, Owner Trustee has granted to Manufacturers and Traders Trust Company, as Indenture Trustee (the "Indenture Trustee") a security interest in all of Owner Trustee's right, title and interest in those certain railcars identified on Schedule 1 attached hereto (the "Units"), other than Excepted Property, pursuant to the terms of the Trust Indenture and Security Agreement (CIT Rail Trust 2001-1A), dated as of September 28, 2001, as more fully identified on Schedule 2 attached hereto (the "Indenture"), evidence of which was filed with the Surface Transportation Board (the "STB") and the Registrar General of Canada, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 3 hereto. Except as expressly provided herein the terms used herein are used with the meanings specified in the Indenture.

WHEREAS, in addition, other than Excepted Property, Owner Trustee has granted to the Indenture Trustee a security interest in the Equipment Lease Agreement (CIT Rail Trust 2001-1A) dated as of September 28, 2001, as more fully identified on Schedule 2 attached hereto (the "Lease"), evidence of which was filed with the STB and the Registrar General of Canada, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 3 hereto.

WHEREAS, on the date hereof Owner Trustee entered into that certain Lease Supplement 2A (CIT Rail Trust 2001-1A) to the Lease ("Lease Supplement 2A") with The CIT Group/Equipment Financing, Inc. ("Lessee"), pursuant to which the Lessee assigned to Owner Trustee as security for Lessee's obligations under the Lease, Lessee's right, title and interest in, to and under all of Lessee's existing and future subleases with respect to the Units to the extent such subleases relate to Units subject to the Lease (the "Assigned Subleases").

NOW, THEREFORE, the Owner Trustee does hereby acknowledge and confirm that the Owner Trustee granted, sold, assigned, transferred, conveyed, mortgaged, pledged, charged and confirmed under the Indenture, a security interest in and mortgage lien on all right, title, interest, claims and demands of the Owner Trustee in, to and under Lease Supplement 2A and the Assigned Subleases (excluding, however, in each case any rights to Excepted Property thereunder), to the Indenture Trustee, its successors and assigns, for the benefit of the holders from time to time of such Equipment Notes, subject to the terms and conditions of the Indenture.

This Indenture Supplement or a counterpart or copy hereof or evidence hereof may be filed or recorded in any public office as may be necessary or appropriate to protect the interest of the Indenture Trustee herein, in Lease Supplement 2A and in the Assigned Subleases.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

The Owner Trustee wishes to show for public record this Indenture Supplement and accordingly has caused this Indenture Supplement to be executed by its officers thereunto duly authorized, as of the date first above written.

It is expressly agreed and understood that all representations, warranties and undertakings of Owner Trustee hereunder (except as expressly provided herein) shall be binding upon Owner Trustee only in its capacity as Owner Trustee under the Trust Agreement and in no case shall the Trust Company be personally liable for or on account of any statements, representations, warranties, covenants or obligations stated to be those of Owner Trustee hereunder.

* * *

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION,**
not in its individual capacity, but solely as
Owner Trustee

By: Michael Arsenault
Name: Michael Arsenault
Title: Assistant Vice President

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

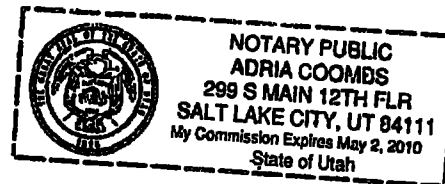
The foregoing Lease Supplement (CIT Rail Trust 2001-1A) was acknowledged before me, the undersigned Notary Public, in the County of Salt Lake this 19th day of June, 2009 by Michael Arsenault, as Asst. Vice President of

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee.

Adria Coombs
Notary Public

My commission expires: _____

[Notarial Seal]



Schedule 1
(Description of the Equipment)

Equipment Group	Number	Description/Type	Mark and Numbers
1	265	Carbon Black Cars	See Schedule 1-A attached hereto

Schedule 1-A
(Marks / Numbers)

TCMX	96101	TCMX	96142	TCMX	96182	TCMX	96224
TCMX	96102	TCMX	96143	TCMX	96183	TCMX	96225
TCMX	96103	TCMX	96144	TCMX	96184	TCMX	96226
TCMX	96104	TCMX	96145	TCMX	96185	TCMX	96227
TCMX	96105	TCMX	96146	TCMX	96186	TCMX	96228
TCMX	96106	TCMX	96147	TCMX	96187	TCMX	96229
TCMX	96107	TCMX	96148	TCMX	96188	TCMX	96230
TCMX	96108	TCMX	96149	TCMX	96189	TCMX	96231
TCMX	96109	TCMX	96150	TCMX	96190	TCMX	96232
TCMX	96110	TCMX	96151	TCMX	96191	TCMX	96233
TCMX	96111	TCMX	96152	TCMX	96192	TCMX	96234
TCMX	96112	TCMX	96153	TCMX	96193	TCMX	96235
TCMX	96113	TCMX	96154	TCMX	96194	TCMX	96236
TCMX	96114	TCMX	96155	TCMX	96195	TCMX	96237
TCMX	96115	TCMX	96156	TCMX	96196	TCMX	96238
TCMX	96116	TCMX	96157	TCMX	96197	TCMX	96239
TCMX	96117	TCMX	96158	TCMX	96198	TCMX	96240
TCMX	96118	TCMX	96159	TCMX	96200	TCMX	96241
TCMX	96119	TCMX	96160	TCMX	96201	TCMX	96242
TCMX	96120	TCMX	96161	TCMX	96202	TCMX	96243
TCMX	96121	TCMX	96162	TCMX	96203	TCMX	96244
TCMX	96122	TCMX	96163	TCMX	96204	TCMX	96245
TCMX	96123	TCMX	96164	TCMX	96205	TCMX	96246
TCMX	96125	TCMX	96165	TCMX	96206	TCMX	96247
TCMX	96126	TCMX	96166	TCMX	96207	TCMX	96248
TCMX	96127	TCMX	96167	TCMX	96208	TCMX	96249
TCMX	96128	TCMX	96168	TCMX	96209	TCMX	96250
TCMX	96129	TCMX	96169	TCMX	96210	TCMX	96251
TCMX	96130	TCMX	96170	TCMX	96211	TCMX	96252
TCMX	96131	TCMX	96171	TCMX	96212	TCMX	96253
TCMX	96132	TCMX	96172	TCMX	96213	TCMX	96254
TCMX	96133	TCMX	96173	TCMX	96214	TCMX	96255
TCMX	96134	TCMX	96174	TCMX	96215	TCMX	96256
TCMX	96135	TCMX	96175	TCMX	96216	TCMX	96257
TCMX	96136	TCMX	96176	TCMX	96217	TCMX	96258
TCMX	96137	TCMX	96177	TCMX	96218	TCMX	96259
TCMX	96138	TCMX	96178	TCMX	96219	TCMX	96260
TCMX	96139	TCMX	96179	TCMX	96220	TCMX	96261
TCMX	96140	TCMX	96180	TCMX	96221	TCMX	96262
TCMX	96141	TCMX	96181	TCMX	96222	TCMX	96263

TCMX	96264	TCMX	96291	TCMX	96319	TCMX	96346
TCMX	96265	TCMX	96292	TCMX	96320	TCMX	96347
TCMX	96266	TCMX	96293	TCMX	96321	TCMX	96348
TCMX	96267	TCMX	96294	TCMX	96322	TCMX	96349
TCMX	96268	TCMX	96295	TCMX	96323	TCMX	96350
TCMX	96269	TCMX	96296	TCMX	96324	TCMX	96351
TCMX	96270	TCMX	96297	TCMX	96325	TCMX	96352
TCMX	96271	TCMX	96298	TCMX	96326	TCMX	96353
TCMX	96272	TCMX	96299	TCMX	96327	TCMX	96354
TCMX	96273	TCMX	96300	TCMX	96328	TCMX	96355
TCMX	96274	TCMX	96301	TCMX	96329	TCMX	96356
TCMX	96275	TCMX	96302	TCMX	96330	TCMX	96357
TCMX	96276	TCMX	96303	TCMX	96331	TCMX	96358
TCMX	96277	TCMX	96304	TCMX	96332	TCMX	96359
TCMX	96278	TCMX	96305	TCMX	96333	TCMX	96360
TCMX	96279	TCMX	96306	TCMX	96334	TCMX	96361
TCMX	96280	TCMX	96308	TCMX	96335	TCMX	96362
TCMX	96281	TCMX	96309	TCMX	96336	TCMX	96363
TCMX	96282	TCMX	96310	TCMX	96337	TCMX	96364
TCMX	96283	TCMX	96311	TCMX	96338	TCMX	96365
TCMX	96284	TCMX	96312	TCMX	96339	TCMX	96124
TCMX	96285	TCMX	96313	TCMX	96340	TCMX	96199
TCMX	96286	TCMX	96314	TCMX	96341	TCMX	96223
TCMX	96287	TCMX	96315	TCMX	96342	TCMX	96307
TCMX	96288	TCMX	96316	TCMX	96343		
TCMX	96289	TCMX	96317	TCMX	96344		
TCMX	96290	TCMX	96318	TCMX	96345		

Schedule 2
(Description of the Indenture and the Lease)

Trust Indenture and Security Agreement (CIT Rail Trust 2001-1A), as supplemented by that certain Trust Indenture Supplement 1A (CIT Rail Trust 2001-1A), each dated as of September 28, 2001, as amended pursuant to that certain Pass Through Trustee and Amendment Letter Agreement dated as of November 7, 2001

Equipment Lease Agreement (CIT Rail Trust 2001-1A), as supplemented by that certain Lease Supplement 1A (CIT Rail Trust 2001-1A), each dated as of September 28, 2001, as amended pursuant to that certain Pass Through Trustee and Amendment Letter Agreement dated as of November 7, 2001

Schedule 3
(Filing Information)

A (x) Memorandum of Trust Indenture and Security Agreement (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:15 p.m. under recordation number 23678-B, and (ii) the Registrar General of Canada on September 28, 2001, and (y) Memorandum of Trust Indenture Supplement 1A (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:19 p.m. under recordation number 23678-C, and (ii) the Registrar General of Canada on September 28, 2001

A (x) Memorandum of Equipment Lease Agreement (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:02 p.m. under recordation number 23678, and (ii) the Registrar General of Canada on September 28, 2001, and (y) Memorandum of Lease Supplement 1A (CIT Rail Trust 2001-1A) was filed with (i) the Surface Transportation Board on September 27, 2001 at 1:08 p.m. under recordation number 23678-A, and (ii) the Registrar General of Canada on September 28, 2001

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/13/09



Robert W. Alvord